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Orgl. in Mysore

FOR MYSORE STATE

A(PP) G.O. Ms No. 52 dt 11-2-56

Part X

(South Kanara District)

South Kamana Dr

ANNEXTURE B.

FORM OF AGREEMENT TO BE EXECUTED BY DISTRIBUTORS.

This agreement entered into this the 30th day of December one thousand nine hundred and fifty four between the Governor of Madras (hereinafter called ' the Governor' which shall include his successors in office and assigns) of the one part and K. -- Prabhakara Pai son of K. Venkatraya Pai and residing at Kunjibettu, Udipi carrying on business in partnership under the firm name and style of Kalsank Venkatraya Pai & Sons at Car Street, Udipi hereinafter called ' the distributor ' which expression shall where the context admits, include his heirs, executors, administrators, legal representatives and assigns of the other part:

WHEREAS The Government of Madras (hereinafter referred to as ' the Government ') in pursuance of their Grow More Food Campaign propose distribute ammonium sulphate to the ryots in the state of Madras for the purpose of being used as chemical fertilisers:

AND WHEREAS the distributor has agreed to distribute the quantity of

K Prabhakarashi

30.12.54

ammonium sulphate in the manner and on and subject to the terms and conditions hereinafter appearing

AND WHEREAS the Governor has accepted the said offer

NOW THESE PRESENTS WITNESSES AS FOLLOWS :

1. The distributors shall be responsible for the distribution of all the ammonium sulphate that may be entrusted to him as straight fertiliser in the taluk of Udipi.

2. The distributor shall maintain in the taluk mentioned in clause (1) above sales depots at the places fixed by the Collector. The prior permission of the Collector should be obtained for the opening of further depots or for the closure of any of the depots already opened.

The stock of ammonium sulphate with the sale depots shall be replenished by the distributor from time to time and at no time shall the stock be allowed to fall below 5 tons.

3. The distributor shall not employ sub-agents except with the prior approval of the Collector. For the due performance of the duties imposed upon the distributor by this contract the distributor may as and when necessary and subject to the previous approval of the Government or any other officer appointed by them in this behalf employ sub-agents, provided however that such approval shall not absolve the distributor from or in any way diminish or affect his liability and the liability of each and every partner thereof in the case of a partnership firm for any breach of any of the provisions of this agreement.

4. The distributor shall take delivery of such quantities of ammonium sulphate as may be required for distribution as straight fertilizer from time to time from the Government stockholder at such places as the Collector may direct and at his own cost transport the same to his respective distribution depots maintained by him under these presents.

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5. The distributor shall, before taking delivery of the ammonium sulphate, pay to the credit of the Government, the cost of the stocks by remitting it into the Reserve Bank of India or into a Government Treasury or Sub Treasury, together with the sales-tax thereon in seperate chalans and produce them to the stockholder, The distributor shall purchase stocks of ammonium sulphate from the stockholder at not less than five tons -- each time.

6. The distributor shall sell the ammonium sulphate at such prices for such crops and on and subject to such conditions as may from time to time be specified in writing by the Government or any officer authorised by them in this behalf.

7. The distributor shall maintain such registeres as the Government may prescribe and shall submit to the Collectors such returns as the Collector may prescribe for watching or other officers mentioned by him the stock and sale of ammonium sulphate by the distributor. The distributor shall maintain proper books for those purpose and shall produce them for inspection and check whenever they are required by an officer of the Government.

8. It is hereby further agreed by and between the parties here to as follows :-

(1) Subject to the provisions herein contained these presents shall be deemed to have come into force on the 1st May 1954 and shall remain in force upto the end of the 30th April 1955, subject to the conditions that this agreement is liable to be terminated earlier without notice if the Government of India decide to discontinue the Central Fertiliser Pool arrangement and throw open the fertilizer business to the trade, in which case, however, the stocks received already by the Government or still to be received by them under the Central Pool arrangement should unless the Government decide otherwise continue to be handled by the distributor according to the terms of this agreement until they

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are disposed of. The Government will be prepared to consider on its merits any claim by a distributor for reimbursement of loss sustained by him on account of a fall in prices consequent on the abolition of the Central Fertiliser Pool.

(2) It shall be lawful for any officer of the Government duly authorised in this behalf by the Government to terminate these presents by giving 30 days notice and the distributor shall not be entitled to any compensation in respect of any such termination. The distributor may be given an opportunity to show cause against such termination in such cases as the Collector may consider desirable.

It shall also be lawful for the distributor to terminate these presents by giving 30 days notice to the Collector provided he accounts for the stock of ammonium sulphate purchased by him under these presents.

(3) If the distributor shall be guilty of any breach of non-observance of any of the provisions or conditions herein contained and to be performed and observed by the distributor it shall be lawful for the Collector by giving notice in writing to terminate these presents forthwith and the distributor shall be bound to pay to the Governor all losses, costs, damages and expenses which the Governor may incur or sustain by reason of the breach or non-observance by the distributor of the terms, conditions or convenants herein contained and to be performed and observed by the distributor and by the termination of this agreement.

(4) It shall be lawful for the Government forthwith to terminate these presents at any time without being bound to assign any reason therefor and the distributor shall not be entitled to any compensation in respect of any such termination.

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(5) In particular, if the distributor, shall sell or permit the sale of any of the ammonium sulphate entrusted to him in accordance with this agreement, at a price higher than that fixed under clause 6 hereof, the distributor shall, in addition to any penalty that may be prescribed by law, pay to the Government the excess so charged.

9. All disputes between the parties hereto touching the matters herein before mentioned and all questions arising out of this agreement shall be referred to the award and final determination of the Commissioner of Food Production, Madras for the time being whose decision shall be final and absolutely binding on the parties hereto.

IN WITNESS whereof the Collector South Kanara acting for and on behalf of and by the order and direction of the Governor of Madras and K. Prabhakara Rao acting for and on behalf of the said Kalsanka Venkatraya Rao & Sons Udipi. have hereunto subscribed their respective signatures:

SIGNED AND DELIVERED BY THE
COLLECTOR OF SOUTH KANARA in the
presence of

WITNESS

1. C. S. Tahsildar Mangalore

2. M. S. Menon
Reception Dy. Tahsildar Mangalore.

Signature 30/4/43.
Designation Collector of South Kanara
Address Mangalore.

Signed, sealed and delivered by the said in the presence of
Signature
Designation Partner.
Address Kalsanka Venkatraya Rao & Sons. Merchants. Udipi.

WITNESS A. Madhava Nayak
S/o A. Ganapathi Nayak
Merchant, Udipi.

Exhibit 1 : -

For P. N. S. KAMATH & Co.,

Partner

ANNEXURE B

FORM OF AGREEMENT TO BE EXECUTED BY DISTRIBUTORS.

This agreement entered into this the 30th day of December one thousand nine hundred and fifty four between the Governor of Madras (hereinafter called 'the Governor' which shall include his successors in office and assigns) of the one part and

having its registered office at

(in the cases of a society).

and

and residing at

merchant)

son of

(in the case of a

and A. Madhava Nayak carrying on

business in partnership under the firm name and style of Ammunje Ganapathi Shesheyini Nayak & Sons at Udipi

(in the case of partnership firm).

hereinafter called 'the distributor' which expression shall, where the context admits, include its successors and assigns (in the case of a society) his/their heirs, executors, administrators, legal representatives and assigns (in the case of a merchant or partnership firm) of the other part:

WHEREAS The Government of Madras (hereinafter referred

to as 'the Government') in pursuance of their Grow More Food Campaign propose to distribute ammonium sulphate to the ryots in the state of Madras for the purpose of being used as chemical fertilisers; AND WHEREAS the distributor has agreed to distribute the quantity of ammonium sulphate in the manner and on and subject to the terms and conditions hereinafter appearing

AND WHEREAS the Governor has accepted the said offer

NOW THESE PRESENTS WITNESSES AS FOLLOWS:

1. The distributors shall be responsible for the distribution of all the ammonium sulphate that may be entrusted to him as straight fertiliser in the taluk(s) of Udipi

2. 'The Distributor shall maintain in the taluk(s) mentioned in clause (1) above sales depots at the places fixed by the Collector. The prior permission of the Collector should be obtained for the opening of further depots or for the closure of any of the depots already opened.

The stock of ammonium sulphate with the sale depots shall be replenished by the distributor from time to time and at no time shall the stock be allowed to fall below 5 tons.

3. The distributor shall not employ sub-agents except with the prior approval of the Collector. For the due performance of the duties imposed upon the distributor by this contract the distributor may as and when necessary and subject to the previous approval of the Government or any other officer appointed by them in this behalf employ sub-agents, provided however that such approval shall not absolve the distributor from or in any way diminish or affect his liability and the liability of each and every partner thereof in the case of a partnership firm for any breach of any of the provisions of this agreement.

4. The distributor shall take delivery of such quantities of ammonium sulphate as may be required for distribution as straight fertiliser from time to time from the Government stockholder at such places as the Collector may direct and at his own cost transport the same to his respective distribution depots maintained by him under these presents.

5. The distributor shall, before taking delivery of the ammonium sulphate, pay to the credit of the Government, the cost of the

stocks by remitting it into the Reserve Bank of India or into a Government Treasury or Sub Treasury, ~~or Sub~~ together with the sales-tax thereon in separate chalans and produce them to the stockholder. The distributor shall purchase stocks of ammonium sulphate from the stockholder at not less than five tons each time.

The distributor shall sell the ammonium sulphate at such prices for such crops and on and subject to such conditions as may from time to time be specified in writing by the Government or any officer authorised by them in this behalf.

7. The distributor shall maintain such registers as the Government may prescribe and shall submit to the Collectors such returns as the Collector may prescribe for watching or other officers mentioned by him the stock and sale of ammonium sulphate by the distributor. The distributor shall maintain proper books for these purpose and shall produce them for inspection and check whenever they are required by the officer of the Government.

8. It is hereby further agreed by and between the parties hereto as follows:-

(1) Subject to the provisions herein contained these presents shall be deemed to have come into force on the 1st May 1954 and shall remain in force upto the end of the 30th April 1955, subject to the conditions that this agreement is liable to be terminated earlier without notice if the Government of India decide to discontinue the Central Fertiliser Pool arrangement and throw open the fertilizer business to the trade, in which case, however, the stocks received already by the Government or still to be received by them under the Central Pool arrangement should unless the Government decide otherwise continue to be handled by the distributor according to the terms of this agreement until they are disposed of. The Government will be prepared to consider on its merits any claim by a distributor for reimbursement of less sustained by him on account of a fall in prices consequent on the abolition of the Central Fertiliser Pool.

(2) It shall be lawful for any Officer of the Government duly authorised in this behalf by the Government to terminate these presents by giving 30 days notice and the distributor shall not be

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entitled to any compensation in respect of any such termination. The distributor may be given an opportunity to show cause against such termination in such cases as the Collector may consider desirable.

It shall also be lawful for the distributor to terminate these presents by giving 30 days notice to the Collector provided in accounts for the stock of ammonium sulphate purchased by him under these presents.

(3) If the distributor shall be guilty of any breach of non-observance of any of the provisions or conditions herein contained and to be performed and observed by the distributor it shall be lawful for the Collector by giving notice in writing to terminate these presents forthwith and the distributor shall be bound to pay to the Governor all losses, costs, damages and expenses which the Governor may incur or sustain by reason of the breach or non-observance by the distributor of the terms, conditions or cenvenants herein contained and to be performed and observed by the distributor and by the termination of this agreement.

(4) It shall be lawful for the Government forthwith to terminate these presents at any time without being bound to assign any reason therefor and the distributor shall not be entitled to any compensation in respect of any such termination.

(5) In particular, if the distributor, shall sell or permit the sale of any of the ammonium sulphate entrusted to him in accordance with this agreement, at a price higher than that fixed under clause 6 hereof, the distributor shall, in addition to any penalty that may be prescribed by law, pay to the the Government the excess so charged.

9. All disputes between the parties hereto touching the matters herein before mentioned and all questions arising out of this agreement shall be referred to the award and final determination of the Commissioner of Food Production, Madras for the time being whose decision shall be final and absolutely binding on the parties hereto.

IN WITNESS whereof the Collector of South Kanara acting for and on behalf of and by the order and direction of the Governor of Madras and A. Madhavan Nayak acting for and on behalf of the

A. Madhavan Nayak.

said Ammunje Ganapathi Sheshagiri Nayak & sons, Udipi have hereunto subscribed their respective signatures.

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SIGNED AND DELIVERED BY THE COLLECTOR OF South Kanara in the presence of

WITNESS

1. C. S. Talwilkar
2. M. J. Menon
3.

Signature

Designation Collector of S. Kanara

Address Mangalore

Signed, sealed and delivered by the said in the presence of

Signature A. Madhava Nayak

Designation Sarla Ammunje Ganapathi

Address Sheshagiraj Nayak, Mulkeri, Udipi. & sons

Witness

1. Meenakshi s/o Kalsank Venkatraya Pai Udipi.
2.
3.

Partner for P. N. S. Kamath & Co

-True copy-

ANNEXURE B.

FORM OF AGREEMENT TO BE EXECUTED BY DISTRIBUTORS. 29

This agreement entered into this the 30th day of December one thousand nine hundred and fifty four between the Governor of Madras (hereinafter called 'the Governor' which shall include his successors in office and assigns) of the one part and Kie S.Kamara Central Cooperative Wholsale Stores, Ltd., Nanjalur having its registered office at Nanjalur (in the cases of a society)

and son of and residing at (in the case of a merchant) and carrying on business in partnership under the firm name and stupel style of at (in the case of partnership firm).

hereinafter called 'the distributor' which expression shall, where the context admits, include its successors and assigns (in the case of a society) his/their heirs, executors, administrators, legal representatives and assigns (in the case of a merchant or partnership firm) of the other part:

WHEREAS The Government of Madras (hereinafter referred to as 'the Government') in pursuance of their Grow More Food Campaign propose to distribute ammonium sulphate to the ryots in the state of Madras for the purpose of being used as chemical fertilisers;

AND WHEREAS the distributor has agreed to distribute the quantity of ammonium sulphate in the manner and on and subject to the terms and conditions hereinafter appearing

AND WHEREAS the Governor has accepted the said ~~offers~~ offer:

NOW THESE PRESENTS WITNESSES AS FOLLOWS:

1. The distributors shall be responsible for the distribution of all the ammonium sulphate that may be entrusted to him as straight fertilizer in the taluk(s) of Nanjalur.

2. The Distributor shall maintain in the taluk(s) mentioned in clause (1) above sales depots at the places fixed by the Collector,

Saravapaya

The prior permission of the Collector should be obtained for the opening of further depots or for the closure of any of the depots already opened.

The stock of ammonium sulphate with the sale depots shall be replenished by the distributor from time to time and at no time shall the stock be allowed to fall below 5 tons.

3. The distributor shall not employ sub-agents except with the prior approval of the Collector. For the due performance of the duties imposed upon the distributor by this contract the distributor may as and when necessary and subject to the previous approval of the Government or any other officer appointed by them in this behalf employ sub-agents, provided however that such approval shall not absolve the distributor from or in any way diminish or affect his liability and the liability of each and every partner thereof in the case of a partnership firm for any breach of any of the provisions of this agreement.

4. The distributor shall take delivery of such quantities of ammonium sulphate as may be required for distribution as straight fertilizer from time to time from the Gove nment stockholder at such places as the Collector may direct and at his own tra cost transport the same to his respective distribution depots maintained by him under these presents.

5. The distributor shall, before taking delivery of the ammonium sulphate, pay to the credit of the Govemmment, the cost of the stocks by remitting it into the Reserve Bank of India or into a Government Treasury or Sub Treasury, together with the sales-tax thereon in separate chalans and produce them to the stockholder. The distributor shall purchase stocks of ammonium sulphate from the stockholder at not less than five ~~tons~~ tons each time.

The distributor shall sell the ammonium sulphate at such prices for such crops and on and subject to such conditions as may from time to time be specified in writing by the Government or any officer authorised by them in this behalf.

7. The distributor shall maintain such registers as the

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Government may prescribe and shall submit to the Collectors such returns as the Collector may prescribe for watching or other officers mentioned by him the stock and sale of ammonium sulphate by the distributor. The distributor shall maintain proper books for these purpose and shall produce them for inspection and check whenever they are required by an Officer of the Government.

8. It is hereby further agreed by and between the parties hereto as follows:-

(1) Subject to the provisions herein contained these presents shall be deemed to have come into force on the 1st May 1954 and shall remain in force upto the end of the 30th April 1955, subject to the conditions that this agreement is liable to be terminated earlier without notice if the Government of India decide to discontinue the Central Fertiliser Pool arrangement and throw open the fertilizer business to the trade, in which case, however, the stocks received already by the Government or still to be received by them under the Central Pool arrangement should unless the Government decide otherwise continue to be handled by the distributor according to the terms of this agreement until they are disposed of. The Government will be prepared to consider on its merits any claim by a distributor for reimbursement of loss sustained by him on account of a fall in prices consequent on the abolition of the Central Fertiliser Pool.

(2) It shall be lawful for any Officer of the Government duly authorised in this behalf by the Government to terminate these presents by giving 30 days notice and the distributor shall not be entitled to any compensation in respect of any such termination. The distributor may be given an opportunity to show cause against such termination in such cases as the Collector may consider desirable.

It shall also be lawful for the distributor to terminate these presents by giving 30 days notice to the Collector provided he accounts for the stock of ammonium sulphate purchased by him under these presents.

Gopalaya Ammeaan

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(3) If the distributor shall be guilty of any breach of non-observance of any of the provisions or conditions herein contained and to be performed and observed by the distributor it shall be lawful for the Collector by giving notice in writing to terminate these presents forthwith, and the distributor shall be bound to pay to the Governor all losses, costs, damages and expenses which the Governor may incur or sustain by reason of the breach or non-observance by the distributor of the terms, conditions or convenants herein contained and to be performed and observed by the distributor and by the termination of this agreement.

(4) It shall be lawful for the Government forthwith to terminate these presents at any time without being bound to assign any reason therefor and the distributor shall not be entitled to any compensation in respect of any such termination.

(5) In particular, if the distributor, shall sell or permit the sale of any of the ammonium sulphate entrusted to him in accordance with this ~~g~~ agreement, at a price higher than that fixed under clause 6 hereof, the distributor shall, in addition to any penalty that may be prescribed by law, pay to the Government the excess so charged.

9. All disputes between the parties hereto touching the matters herein before mentioned and all questions arising out of this agreement shall be referred to the award and final determination of the Commissioner of Food Production, Madras for the time being whose decision shall be final and absolutely binding on the parties hereto.

IN WITNESS whereof the Collector of S. Kamara acting for and on behalf of and by the order and direction of the Governor of Madras and the President, SKCCW Stores Ltd., Nangalore acting for and on behalf of the said SKCCW Stores Ltd have hereunto subscribed their respective signatures:

SIGNED AND DELIVERED BY THE
COLLECTOR OF S. Kamara. In the
presence of WITNESS.

1

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3.

Sd/- Narayana

Signature [signature] Joint witness ✓ 37

Designation Collector of S. Kanara, C.S. Talukdar. Mangalore

Address Mangalore. (2) N.V. Nair

Signed, sealed and delivered by the Receipt by Talukdar Mangalore.

said in the presence of

Signature [signature]

Designation President, SK Cooperative Stores Ltd. Witness

Address Mangalore. 1 [signature]
Member, S.K. District Board, Mangalore

2

3 N. Muhammed
Clerk. Collector
Office. Mangalore.

-True copy-

B. 4

FORM OF AGREEMENT TO BE EXECUTED BY DISTRIBUTORS. 39

This agreement entered into this the 30th day of December one thousand nine hundred and fifty four between the Governor of Madras (hereinafter called 'the Governor' which shall include his successors in office and assigns) of the one part and

~~having its registered office at~~

(~~in the case of a society~~).

and

son of

and residing at (in the case of a merchant) and P. Ramaraya Kamath carrying on business in partnership under the firm name and ~~stupak~~ style of P.N.S.Kamath & Co. at Mangalore (in the case of partnership firm).

hereinafter called 'the distributor' which expression shall, where the context admits, include its successors and assigns (in the case of a society) his/their heirs, executors, administrators, legal representatives and assigns (in the case of a merchant or partnership firm) of the other part:

WHEREAS The Government of Madras (hereinafter referred to as 'the Government') in pursuance of their Grow More Food Campaign propose to distribute ammonium sulphate to the ryots in the state of Madras for the purpose of being used as chemical fertilisers;

AND WHEREAS the distributor has agreed to distribute the quantity of ammonium sulphate in the manner and on and subject to the terms and conditions hereinafter appearing

AND WHEREAS the Governor has accepted the said ~~offer~~ of-

NOW THESE PRESENTS WITNESSES AS FOLLOWS:

1. The distributors shall be responsible for the distribution of all the ammonium sulphate that may be entrusted to him as straight fertilizer in the taluk(s) of Mangalore.

2. The Distributor shall maintain in the taluk(s) mentioned in clause (1) above sales depots at the places fixed by the Collector.

P.Ramaraya Kamath

S.D.C.M.R.

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The prior permission of the Collector should be obtained for the opening of further depots or for the closure of any of the depots already opened.

The stock of ammonium sulphate with the sale depots shall be replenished by the distributor from time to time and at no time shall the stock be allowed to fall below 5 tons.

3. The distributor shall not employ sub-agents except with the prior approval of the Collector. For the due performance of the duties imposed upon the distributor by this contract the distributor may as and when necessary and subject to the previous approval of the Government or any other officer appointed by them in this behalf employ sub-agents, provided however that such approval shall not absolve the distributor from or in any way diminish or affect his liability and the liability of each and every partner thereof in the case of a partnership firm for any breach of any of the provisions of this agreement.

4. The distributor shall take delivery of such quantities of ammonium sulphate as may be required for distribution as straight fertilizer from time to time from the Gove ument stockholder at such places as the Collector may direct and at his own ~~tra~~ cost transport the same to his respective distribution depots maintained by him under these presents.

5. The distributor shall, before taking delivery of the ammonium sulphate, pay to the credit of the Government, the cost of the stocks by remitting it into the Reserve Bank of India or into a Government Treasury or Sub Treasury, together with the sales-tax thereon in separate chalans and produce them to the stockholder. The distributor shall purchase stocks of ammonium sulphate from the stockholder at not less than five ~~times~~ tons each time.

The distributor shall sell the ammonium sulphate at such prices for such crops and on and subject to such conditions as may from time to time be specified in writing by the Government or any

7. ~~ner~~ authorised by them in this behalf.

distributor shall maintain such registers as the

Rama Mohan Rao 3/5/47

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Government may prescribe and shall submit to the Collectors such returns as the Collector may prescribe for watching or other officers mentioned by him the stock and sale of ammonium sulphate by the distributor. The distributor shall maintain proper books for these purpose and shall produce them for inspection and check whenever they are required by an Officer of the Government.

8. It is hereby further agreed by and between the parties hereto as follows:-

(1) Subject to the provisions herein contained these presents shall be deemed to have come into force on the 1st May 1954 and shall remain in force upto the end of the 30th April 1955, subject to the conditions that this agreement is liable to be terminated earlier without notice if the Government of India decide to discontinue the Central Fertiliser Pool arrangement and throw open the fertilizer business to the trade, in which case, however, the stocks received already by the Government or still to be received by them under the Central Pool arrangement should unless the Government decide otherwise continue to be handled by the distributor according to the terms of this agreement until they are disposed of. The Government will be repared to consider on its merits any claim by a distributor for reimbursement of loss sustained by him on account of a fall in prices consequent on the apolition of the Central Fertiliser Pool.

(2) It shall be lawful for any Officer of the Government duly authorised in this behalf by the Government to terminate these presents by giving 30 days notice and the distributor shall not be entitled to any compensation in respect of any such termination. The distributor may be given an opportunity to show cause against suc termination in such cases as the Collector may consider desirable.

It shall also be lawful for the distributor to terminate these presents by giving 30 days notice to the Collector provided he accounts for the stock of ammonium sulphate purchased by him under these presents.

3/7/54

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(3) If the distributor shall be guilty of any breach of non-observance of any of the provisions or conditions herein contained and to be performed and observed by the distributor it shall be lawful for the Collector by giving notice in writing to terminate these presents forthwith and the distributor shall be bound to pay to the Governor all losses, costs, damages and expenses which the Governor may incur or sustain by reason of the breach or non-observance by the distributor of the terms, conditions or convenants herein contained and to be performed and observed by the distributor and by the termination of this agreement.

(4) It shall be lawful for the Government forthwith to terminate these presents at any time without being bound to assign any reason therefor and the distributor shall not be entitled to any compensation in respect of any such termination.

(5) In particular, if the distributor, shall sell or permit the sale of any of the ammonium sulphate entrusted to him in accordance with this g agreement, at a price higher than that fixed under clause 6 hereof, the distributor shall, in addition to any penalty that may be prescribed by law, pay to the Government the excess so charged.

9. All disputes between the parties hereto touching the matters herein before mentioned and all questions arising out of this agreement shall be referred to the award and final determination of the Commissioner of Food Production, Madras for the time being whose decision shall be final and absolutely binding on the parties hereto.

IN WITNESS whereof the Collector G. S. Kamara acting for and on behalf of and by the order and direction of the Governor of Madras and P. Ramaraya Kamath acting for and on behalf of the said P.N.S. Kamath & Co have hereunto subscribed their respective signatures:

SIGNED AND DELIVERED BY THE
COLLECTOR OF G. Kamara. In the
presence of

WITNESS

1

2

3.

47

Signature

Designation Collector of S. Kanara.

Address Mangalore.

Signed, sealed and delivered by the

said in the presence of

Signature For P.V.S. KAMATH & Co.

Designation Partner. P.V.S. Kamath & Co. Partner.

Address Mangalore.

witness

C

C.S. Rao

Manager

M.S. Menon

Deputation Dy. Tahsildar

Mangalore.

Witness

1 [illegible] Kotekantu

2 A. Madhava Nayak S/o A.

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-True copy-

ANNEXURE B

FORM OF AGREEMENT TO BE EXECUTED BY DISTRIBUTORS. 49

This agreement entered into this the 30th day of December one thousand nine hundred and fifty four between the Governor of Madras (hereinafter called 'the Governor' which shall include his successors in office and assigns) of the one part and the S. Kanara Central Co-operative Wholesale Stores Ltd; Mangalore having its registered office at Mangalore (in the cases of a society).

~~and~~ son of and residing at (in the case of a merchant) carrying on business in partnership under the firm name and ~~stupel~~ style of at (in the case of partnership firm).

hereinafter called 'the distributor' which expression shall, where the context admits, include its successors and assigns (in the case of a society) his/their heirs, executors, administrators, legal representatives and assigns (in the case of a merchant or partnership firm) of the other part:

WHEREAS The Government of Madras (hereinafter referred to as 'the Government') in pursuance of their Grow More Food Campaign propose to distribute ammonium sulphate to the ryots in the state of Madras for the purpose of being used as chemical fertilisers;

AND WHEREAS the distributor has agreed to distribute the quantity of ammonium sulphate in the manner and on and subject to the terms and conditions hereinafter appearing

AND WHEREAS the Governor has accepted the said ~~offer~~ offer

NOW THESE PRESENTS WITNESSES AS FOLLOWS:

1. The distributors shall be responsible for the distribution of all the ammonium sulphate that may be entrusted to him as straight fertilizer in the taluk(s) of Kasaragod

2. The Distributor shall maintain in the taluk(s) mentioned in clause (1) above sales depots at the places fixed by the Collector,

Rajagopalan

The prior permission of the Collector should be obtained for the opening of further depots or for the closure of any of the depots already opened.

The stock of ammonium sulphate with the sale depots shall be replenished by the distributor from time to time and at no time shall the stock be allowed to fall below 5 tons.

3. The distributor shall not employ sub-agents except with the prior approval of the Collector. For the due performance of the duties imposed upon the distributor by this contract the distributor may as and when necessary and subject to the previous approval of the Government or any other officer appointed by them in this behalf employ sub-agents, provided however that such approval shall not absolve the distributor from or in any way diminish or affect his liability and the liability of each and every partner thereof in the case of a partnership firm for any breach of any of the provisions of this agreement.

4. The distributor shall take delivery of such quantities of ammonium sulphate as may be required for distribution as straight fertilizer from time to time from the Gove nment stockholder at such places as the Collector may direct and at his own ~~kra~~ cost transport the same to his respective distribution depots maintained by him under these presents.

5. The distributor shall, before taking delivery of the ammonium sulphate, pay to the credit of the Government, the cost of the stocks by remitting it into the Reserve Bank of India or into a Government Treasury or Sub Treasury, together with the sales-tax thereon in separate chalans and produce them to the stockholder. The distributor shall purchase stocks of ammonium sulphate from the stockholder at not less than five ~~times~~ tons each time.

The distributor shall sell the ammonium sulphate at such prices for such crops and on and subject to such conditions as may from time to time be specified in writing by the Government or any officer authorised by them in this behalf.

7. The distributor shall maintain such registers as the

Sd/- Narrapaya

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Government may prescribe and shall submit to the Collectors such returns as the Collector may prescribe for watching or other officers mentioned by him the stock and sale of ammonium sulphate by the distributor. The distributor shall maintain proper books for these purpose and shall produce them for inspection and check whenever they are required by an Officer of the Government.

8. It is hereby further agreed by and between the parties hereto as follows:-

(1) Subject to the provisions herein contained these presents shall be deemed to have come into force on the 1st May 1954 and shall remain in force upto the end of the 30th April 1955, subject to the conditions that this agreement is liable to be terminated earlier without notice if the Government of India decide to discontinue the Central Fertiliser Pool arrangement and throw open the fertilizer business to the trade, in which case, however, the stocks received already by the Government or still to be received by them under the Central Pool arrangement should unless the Government decide otherwise continue to be handled by the distributor according to the terms of this agreement until they are disposed of. The Government will be prepared to consider on its merits any claim by a distributor for reimbursement of loss sustained by him on account of a fall in prices consequent on the abolition of the Central .. Fertiliser Pool.

(2) It shall be lawful for any Officer of the Government duly authorised in this behalf by the Government to terminate these presents by giving 30 days notice and the distributor shall not be entitled to any compensation in respect of any such termination. The distributor may be given an opportunity to show cause against such termination in such cases as the Collector may consider desirable.

It shall also be lawful for the distributor to terminate these presents by giving 30 days notice to the Collector provided he accounts for the stock of ammonium sulphate purchased by him under these presents.

Rajarapaya

55

(3) If the distributor shall be guilty of any breach of non-observance of any of the provisions or conditions herein contained and to be performed and observed by the distributor it shall be lawful for the Collector by giving notice in writing to terminate these presents forthwith and the distributor shall be bound to pay to the Governor all losses, costs, damages and expenses which the Governor may incur or sustain by reason of the breach or non-observance by the distributor of the terms, conditions or convenants herein contained and to be performed and observed by the distributor and by the termination of this agreement.

(4) It shall be lawful for the Government forthwith to terminate these presents at any time without being bound to assign any reason therefor and the distributor shall not be entitled to any compensation in respect of any such termination.

(5) In particular, if the distributor, shall sell or permit the sale of any of the ammonium sulphate entrusted to him in accordance with this g agreement, at a price higher than that fixed under clause 6 hereof, the distributor shall, in addition to any penalty that may be prescribed by law, pay to the Government the excess so charged.

9. All disputes between the parties hereto touching the matters herein before mentioned and all questions arising out of this agreement shall be referred to the award and final determination of the Commissioner of Food Production, Madras for the time being whose decision shall be final and absolutely binding on the parties hereto.

IN WITNESS whereof the Collector of S. Kanara. acting for and on behalf of and by the order and direction of the Governor of Madras and the President, SKCew Stos, Ltd; Mangalore. acting for and on behalf of the said SKCew Stos Ltd. have hereunto subscribed their respective signatures:

SIGNED AND DELIVERED BY THE
COLLECTOR OF S. Kanara. In the
presence of

WITNESS

1

2

3.

57

Witness

Signature [illegible] Collr. S.K. 7/11/14 (1) [illegible]
C.S. Talukdar
Mangalore

Designation Collector of S. Kanara

Address Mangalore (2) M.L. Mallya
Receipting Dy. Tahsildar
Mangalore.

Signed, sealed and delivered by the
said in the presence of

Signature Sparsapaya

Designation President, S.K.C.W. & Dairy Ltd. Witness

Address Mangalore. 1 [illegible]
Member, S.K. District Board
Uppinangady.

2

3 M. Muhammad
Clerk. Collector's
Office, Mangalore.

SOUTH KANARA

-True copy-

59 1R.

Under Reference of Govt. Order
to D. S. Kamath of Kasaragod.
Kasaragod
29-12-54

No. 2283

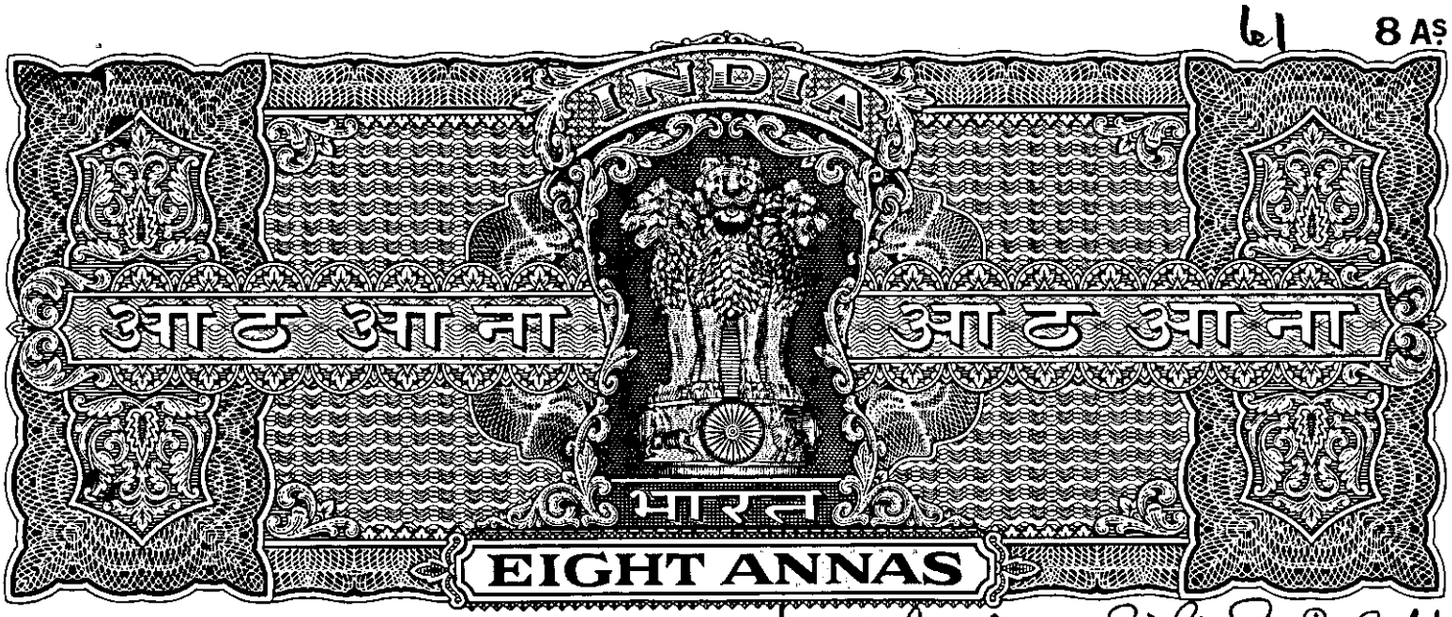
AGREEMENT EXECUTED BY DISTRIBUTORS.

This agreement entered into this 30th day of December, One thousand Nine hundred and Fifty-four, between the Governor of Madras (hereinafter called "the Governor" which shall include his successors in office and assigns) of the one part and Dayananda Kamath, son of Sarvotham Kamath, and residing at Kasaragod, carrying on business in the name and style of Dayanand Sarvotham Kamath at Kasaragod, hereinafter called "the distributor" which expression shall where the context admits, include his heirs, executors, administrators, legal representatives of the other part:

WHEREAS the Government of Madras (hereinafter referred to as "the Government") in pursuanceof their Grow More Food Campaign propose to distribute Ammonium Sulphate to the ryots in the state of Madras for the

Page first.
Errors:

61 8 As



No. 2284

purpose of being used as chemical fertilisers; AND

WHEREAS the distributor has agreed to distribute the quantities of ammonium sulphate in the manner and on and subject to the terms and conditions hereinafter appearing:

AND WHEREAS the Governor has accepted the said offer

NOW THESE PRESENTS WITNESSES AS FOLLOWS:

1. The distributors shall be responsible for the distribution of all the ammonium sulphate that may be entrusted to him as straight fertilizer in the taluk of Kasaragod.

2. The distributor shall maintain in the taluk mentioned in clause (1) above sales depots at the places fixed by the Collector. The prior permission of the Collector should be obtained for the opening of further depots or for the closure of any of the depots already opened.

3. The stock of ammonium sulphate with the sale

Errors etc:

depots shall be replenished by the distributor from time to time and at no time shall the stock be allowed to fall below 5 tons.

3. The distributor shall not employ sub agents except with the prior approval of the Collector, for the due performance of the duties imposed upon the distributor by this contract the distributor may as and when necessary and subject to the previous approval of the Government or any other officer appointed by them in this behalf employ sub-agents, provided however that such approval shall not absolve the distributor from or in any way diminish or affect his liability and the liability of each and every partner thereof in the case of a partnership firm for any breach of any of the provisions of this agreement.

4. The distributor shall take delivery of such quantities of ammonium sulphate as may be required for distribution as straight fertilizer from time to time from the Government stockholder at such places as the Collector may direct and at his own cost transport the same to his respective distribution depots maintained by him under these presents.

5. The distributor shall, before taking delivery of the ammonium sulphate, pay to the credit of the Government, the cost of the stocks by remitting it into the Reserve Bank of India or into a Government Treasury or Sub Treasury, together with the sales tax thereon in separate chalans and produce them to the stockholder. The distributor shall purchase stocks of ammonium sulphate from the stockholder at not less than five tons each time.

Page Three.
Errors etc:

6. The distributor shall sell the ammonium sulphate at such prices for such crops and on and subject to such conditions as may from time to time be specified in writing by the Government or any officer authorised by them in this behalf.

7. The distributor shall maintain such registers as the Government may prescribe and shall submit to the Collector such returns as the Collector may prescribe for watching or other officers mentioned by him the stock and sale of ammonium sulphate by the distributor. The distributor shall maintain proper books for these purpose and shall produce them for inspection and check whenever they are required by an officer of the Government.

8. It is hereby further agreed by and between the parties hereto as follows:-

(i) Subject to the provisions herein contained these presents shall be deemed to have come into force on the 1st May 1954 and shall remain in force upto the end of the 30th April 1955, subject to the conditions that this agreement is liable to be terminated earlier without notice if the Government of India decide to discontinue the Central Fertilizer Pool arrangement and throw open the Fertilizer business to the trade, in which case, however, the stocks received already by the Government or still to be received by them under the Central Pool arrangement should unless the Government decide otherwise continue to be handled by the distributor according to the terms of this agreement until they are disposed of. The Government will be prepared to consider on its merits any claim by a distributor for reimbursement of loss sustained by him on account of a fall in prices consequent on the abolition of the

Swamals JJ 1/12

Central Fertilizer Pool.

(2) It shall be lawful for any officer of the Government duly authorised in this behalf by the Government to terminate these presents by giving 30 days notice and the distributor shall not be entitled to any compensation in respect of any such termination. The distributor may be given an opportunity to show cause against such termination in such cases as the Collector may consider desirable.

It shall also be lawful for the distributor to terminate these presents by giving 30 days notice to the Collector provided he accounts for the stock of ammonium sulphate purchased by him under these presents.

(3) If the distributor shall be guilty of any breach of non-observance of any of the provisions or conditions herein contained and to be performed and observed by the distributor it shall be lawful for the Collector by giving notice in writing to terminate these presents forthwith and the distributor shall be bound to pay to the Governor all losses, costs, damages and expenses which the Governor may incur or sustain by reason of the breach of non-observance by the distributor of the terms, conditions or covenants herein contained and to be performed and observed by the distributor and by the termination of this agreement.

(4) It shall be lawful for the Government forthwith to terminate these presents at any time without being bound to assign any reason therefor and the distributor shall not be entitled to any compensation in respect of any such termination.

(5) In particular, if the distributor, shall sell or permit the sale of any of the ammonium sulphate entrusted to him in accordance with this agreement, at a

price higher than that fixed under clause 6 hereof, the distributor shall, in addition to any penalty that may be prescribed by law, pay to the Government the excess so charged.

9. All disputes between the parties hereto touching the matters herein before mentioned and all questions arising out of this agreement shall be referred to the award and final determination of the Commissioner of Food Production, Madras, for the time being whose decision shall be final and absolutely binding on the parties hereto.

In witness whereof the Collector of South Kanara, acting for and on behalf of and by the order and direction of the Governor of Madras and Dayananda Kamath, have hereunto subscribed their respective signatures.

SIGNED AND DELIVERED BY THE COLLECTOR)
OF SOUTH KANARA, IN THE PRESENCE OF)

Signature. [signature]

Designation: Collector of S. Kanara

Address. Mangalore

Witnesses.

1. C. S. Fakrudin
2. [signature]
   Huzur Sarishtadar
   Collrs Office, Mangalore
   30.12.54
3.

SIGNED, SEALED AND DELIVERED BY THE)
SAID DAYANANDA KAMATH, BY THE PRE-)
SENCE OF)

Signature. D Shamath

Designation: Proprietor
Dayanand Sarvottama Kamath

Address. Kasaragod.

Witnesses.

1. K. Vinay. & Kamath
   Merchant Kasaragod
2. M. Mahammed
   Clerk. Collectors Office,
   Mangalore.
3.

Page Sixth and last.
Errors etc:

ANNEXURE B.

69

FORM OF AGREEMENT TO BE EXECUTED BY DISTRIBUTORS.

--

This agreement entered into this the 30th day of December one thousand nine hundred and fifty four between the Governor of Madras (hereinafter called 'the Governor' which shall include his successors in office and assigns) of the one part and the S.Kanara Central Cooperative Wholesale Stores Ltd; Mangalore having its registered office at Mangalore.

(in the cases of a society).

~~and~~ son of and residing at (in the case of a merchant) and carrying on business in partnership under the firm name and ~~stupel~~ style of at (in the case of partnership firm).

hereinafter called 'the distributor' which expression shall, where the context admits, include its successors and assigns (in the case of a society) his/their heirs, executors, administrators, legal representatives and assigns (in the case of a merchant or partnership firm) of the other part:

WHEREAS The Government of Madras (hereinafter referred to as 'the Government') in pursuance of their Grow More Food Campaign propose to distribute ammonium sulphate to the ryots in the state of Madras for the purpose of being used as chemical fertilisers;

AND WHEREAS the distributor has agreed to distribute the quantity of ammonium sulphate in the manner and on and subject to the terms and conditions hereinafter appearing

AND WHEREAS the Governor has accepted the said ~~offerer~~ offer.

NOW THESE PRESENTS WITNESSES AS FOLLOWS:

1. The distributors shall be responsible for the distribution of all the ammonium sulphate that may be entrusted to him as straight fertilizer in the taluk(s) of Puttur.

2. 'The Distributor shall maintain in the taluk(s) mentioned in clause (1) above sales depots at the places fixed by the Collector.

Syarasaya accepted

The prior permission of the Collector should be obtained for the opening of further depots or for the closure of any of the depots already opened.

The stock of ammonium sulphate with the sale depots shall be replenished by the distributor from time to time and at no time shall the stock be allowed to fall below 5 tons.

3. The distributor shall not employ sub-agents except with the prior approval of the Collector. For the due performance of the duties imposed upon the distributor by this contract the distributor may as and when necessary and subject to the previous approval of the Government or any other officer appointed by them in this behalf employ sub-agents, provided however that such approval shall not absolve the distributor from or in any way diminish or affect his liability and the liability of each and every partner thereof in the case of a partnership firm for any breach of any of the provisions of this agreement.

4. The distributor shall take delivery of such quantities of ammonium sulphate as may be required for distribution as straight fertilizer from time to time from the Gove nment stockholder at such places as the Collector may direct and at his own ~~ex~~ cost transport the same to his respective distribution depots maintained by him under these presents.

5. The distributor shall, before taking delivery of the ammonium sulphate, pay to the credit of the Government, the cost of the stocks by remitting it into the Reserve Bank of India or into a Government Treasury or Sub Treasury, together with the sales-tax thereon in separate chalans and produce them to the stockholder. The distributor shall purchase stocks of ammonium sulphate from the stockholder at not less than five ~~times~~ tons each time.

The distributor shall sell the ammonium sulphate at such prices for such crops and on and subject to such conditions as may from time to time be specified in writing by the Government or any officer authorised by them in this behalf.

7. The distributor shall maintain such registers as the

Narayana

73

Government may prescribe and shall submit to the Collectors such returns as the Collector may prescribe for watching or other officers mentioned by him the stock and sale of ammonium sulphate by the distributor. The distributor shall maintain proper books for these purpose and shall produce them for inspection and check whenever they are required by an Officer of the Government.

8. It is hereby further agreed by and between the parties hereto as follows:-

(1) Subject to the provisions herein contained these presents shall be deemed to have come into force on the 1st May 1954 and shall remain in force upto the end of the 30th April 1955, subject to the conditions that this agreement is liable to be terminated earlier without notice if the Government of India decide to discontinue the Central Fertiliser Pool arrangement and throw open the fertilizer business to the trade, in which case, however, the stocks received already by the Government or still to be received by them under the Central Pool arrangement should unless the Government decide otherwise continue to be handled by the distributor according to the terms of this agreement until they are disposed of. The Government will be prepared to consider on its merits any claim by a distributor for reimbursement of loss sustained by him on account of a fall in prices consequent on the abolition of the Central Fertiliser Pool.

(2) It shall be lawful for any Officer of the Government duly authorised in this behalf by the Government to terminate these presents by giving 30 days notice and the distributor shall not be entitled to any compensation in respect of any such termination. The distributor may be given an opportunity to show cause against such termination in such cases as the Collector may consider desirable.

It shall also be lawful for the distributor to terminate these presents by giving 30 days notice to the Collector provided he accounts for the stock of ammonium sulphate purchased by him under these presents.

Signature

75

(3) If the distributor shall be guilty of any breach of non-observance of any of the provisions or conditions herein contained and to be performed and observed by the distributor it shall be lawful for the Collector by giving notice in writing to terminate these presents forthwith and the distributor shall be bound to pay to the Governor all losses, costs, damages and expenses which the Governor may incur or sustain by reason of the breach or non-observance by the distributor of the terms, conditions or convenants herein contained and to be performed and observed by the distributor and by the termination of this agreement.

(4) It shall be lawful for the Government forthwith to terminate these presents at any time without being bound to assign any reason therefor and the distributor shall not be entitled to any compensation in respect of any such termination.

(5) In particular, if the distributor, shall sell or permit the sale of any of the ammonium sulphate entrusted to him in accordance with this g agreement, at a price higher than that fixed under clause 6 hereof, the distributor shall, in addition to any penalty that may be prescribed by law, pay to the Government the excess so charged.

9. All disputes between the parties hereto touching the matters herein before mentioned and all questions arising out of this agreement shall be refdrred to the award and final determination of the Commissioner of Food Production, Madras for the time being whose decision shall be final and absolutely binding on the parties hereto.

IN WITNESS whereof the Collector of S. Kanara acting for and on behalf of and by the order and direction of the Governor of Madras and the President, S Keews Stores Ltd., Bangalore acting for and on behalf of the said S Keew Stores Ltd. have hereunto subscribed their respective signatures:

SIGNED AND DELIVERED BY THE COLLECTOR OF S. Kanara. in the presence of

WITNESS

1

2

3.

Gavarayya

Signature

Designation Collector & S. Kanara

Address Mangalore.

Signed, sealed and delivered by the

said in the presence of

Signature

Designation President. Steel Bros Ltd

Address Mangalore

witness

(1)

C. S. Tahsildar
Mangalore

(2) M. S. Menon

Receipts Dy. Tahsildar
Mangalore.

Witness

1

Member, S.K. District Board, Upminnpet

2

3 K. Muhammed
Clerk. Collectors Office
Mangalore.

-True copy-

ANNEXURE B

FORM OF AGREEMENT TO BE EXECUTED BY DISTRIBUTORS. 79

This agreement entered into this the 30th day of December one thousand nine hundred and fifty four between the Governor of Madras (hereinafter called 'the Governor' which shall include his successors in office and assigns) of the one part and Thiru S.Kanaka Central Cooperative Wholesale Stores Ltd., Nanguneri having its registered office at Nanguneri.

(in the cases of a society).

~~and~~ son of and residing at (in the case of a merchant) and carrying on business in partnership under the firm name and ~~style~~ style of at

(in the case of partnership firm).

hereinafter called 'the distributor' which expression shall, where the context admits, include its successors and assigns (in the case of a society) his/their heirs, executors, administrators, legal representatives and assigns (in the case of a merchant or partnership firm) of the other part:

WHEREAS The Government of Madras (hereinafter referred to as 'the Government') in pursuance of their Grow More Food Campaign propose to distribute ammonium sulphate to the ryots in the state of Madras for the purpose of being used as chemical fertilisers;

AND WHEREAS the distributor has agreed to distribute the quantity of ammonium sulphate in the manner and on and subject to the terms and conditions hereinafter appearing

AND WHEREAS the Governor has accepted the said ~~offer~~ offer

NOW THESE PRESENTS WITNESSES AS FOLLOWS:

1. The distributors shall be responsible for the distribution of all the ammonium sulphate that may be entrusted to him as straight fertilizer in the taluk(s) of Beltangady.

2. The Distributor shall maintain in the taluk(s) mentioned in clause (1) above sales depots at the places fixed by the Collector.

Ramaraya

81

The prior permission of the Collector should be obtained for the opening of further depots or for the closure of any of the depots already opened.

The stock of ammonium sulphate with the sale depots shall be replenished by the distributor from time to time and at no time shall the stock be allowed to fall below 5 tons.

3. The distributor shall not employ sub-agents except with the prior approval of the Collector. For the due performance of the duties imposed upon the distributor by this contract the distributor may as and when necessary and subject to the previous approval of the Government or any other officer appointed by them in this behalf employ sub-agents, provided however that such approval shall not absolve the distributor from or in any way diminish or affect his liability and the liability of each and every partner thereof in the case of a partnership firm for any breach of any of the provisions of this agreement.

4. The distributor shall take delivery of such quantities of ammonium sulphate as may be required for distribution as straight fertilizer from time to time from the Gove nment stockholder at such places as the Collector may direct and at his own ~~xxx~~ cost transport the same to his respective distribution depots maintained by him under these presents.

5. The distributor shall, before taking delivery of the ammonium sulphate, pay to the credit of the Government, the cost of the stocks by remitting it into the Reserve Bank of India or into a Government Treasury or Sub Treasury, together with the sales-tax thereon in separate chalans and produce them to the stockholder. The distributor shall purchase stocks of ammonium sulphate from the stockholder at not less than five ~~times~~ tons each time.

The distributor shall sell the ammonium sulphate at such prices for such crops and on and subject to such conditions as may from time to time be specified in writing by the Government or any officer authorised by them in this behalf.

7. The distributor shall maintain such registers as the

Sharasaya

83

Government may prescribe and shall submit to the Collectors such returns as the Collector may prescribe for watching or other officers mentioned by him the stock and sale of Ammonium sulphate by the distributor. The distributor shall maintain proper books for these purpose and shall produce them for inspection and check whenever they are required by an Officer of the Government.

8. It is hereby further agreed by and between the parties hereto as follows:-

(1) Subject to the provisions herein contained these presents shall be deemed to have come into force on the 1st May 1954 and shall remain in force upto the end of the 30th April 1955, subject to the conditions that this agreement is liable to be terminated earlier without notice if the Government of India decide to discontinue the Central Fertiliser Pool arrangement and throw open the fertilizer business to the trade, in which case, however, the stocks received already by the Government or still to be received by them under the Central Pool arrangement should unless the Government decide otherwise continue to be handled by the distributor according to the terms of this agreement until they are disposed of. The Government will be prepared to consider on its merits any claim by a distributor for reimbursement of loss sustained by him on account of a fall in prices consequent on the abolition of the Central Fertiliser Pool.

(2) It shall be lawful for any Officer of the Government duly authorised in this behalf by the Government to terminate these presents by giving 30 days notice and the distributor shall not be entitled to any compensation in respect of any such termination. The distributor may be given an opportunity to show cause against such termination in such cases as the Collector may consider desirable.

It shall also be lawful for the distributor to terminate these presents by giving 30 days notice to the Collector provided he accounts for the stock of ammonium sulphate purchased by him under these presents.

(3) If the distributor shall be guilty of any breach of non-observance of any of the provisions or conditions herein contained and to be performed and observed by the distributor it shall be lawful for the Collector by giving notice in writing to terminate these presents forthwith and the distributor shall be bound to pay to the Governor all losses, costs, damages and expenses which the Governor may incur or sustain by reason of the breach or non-observance by the distributor of the terms, conditions or convenants herein contained and to be performed and observed by the distributor and by the termination of this agreement.

(4) It shall be lawful for the Government forthwith to terminate these presents at any time without being bound to assign any reason therefor and the distributor shall not be entitled to any compensation in respect of any such termination.

(5) In particular, if the distributor, shall sell or permit the sale of any of the ammonium sulphate entrusted to him in accordance with this g agreement, at a price higher than that fixed under clause 6 hereof, the distributor shall, in addition to any penalty that may be prescribed by law, pay to the Government the excess so charged.

9. All disputes between the parties hereto touching the matters herein before mentioned and all questions arising out of this agreement shall be referred to the award and final determination of the Commissioner of Food Production, Madras for the time being whose decision shall be final and absolutely binding on the parties hereto.

IN WITNESS whereof the Collector of S. Kamara acting for and on behalf of and by the order and direction of the Governor of Madras and the President, SKeen Stores Ltd, Bangalore acting for and on behalf of the said SKeen Stores Ltd have hereunto subscribed their respective signatures:

SIGNED AND DELIVERED BY THE
COLLECTOR OF S. Kamara. In the
presence of WITNESS

1

2

3.

Signature [illegible] Collector of S. Kanara

Designation Collector of S. Kanara

Address Mangalore

Signed, sealed and delivered by the

said in the presence of

Signature [illegible]

Designation President, Skeen & Ross Ltd

Address Mangalore

Witness

1 [illegible] Member, S.K. District Board Uppinangady.

2

3 M. Muhammed Clerk. Collector's Office Mangalore.

-True copy-